



CUSTOMER COMPLIANCE FORM

RMC² LLC

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Forward / USA Patriot Act

To comply with the USA Patriot Act and help the government fight the funding of terrorism and money laundering, Federal Law requires all dealers in precious metals and stones to obtain, verify, and record information that identifies each person who opens an account with RMC².

The Act, required by the Department of Treasury, prescribes regulations that will establish minimum standards for the identification and verification of customers in connection with the acceptance of refining material. These regulations require manufacturers, refiners, wholesalers, retailers and any others engaged in the business of purchasing and selling precious metals, precious stones, or jewelry to obtain certain information such as name, physical address and identification number.

RMC² prides itself in going above and beyond what is required by the law to ensure our strict compliance with any and all state and federal regulations. Please be assured we will treat all information in strictest confidence. Thank you for your cooperation in completing this important process.



CUSTOMER INFORMATION

Customer Name:

Office Phone Number:

Cell Phone Number:

Fax Number:

E-Mail Address:

Web Address:

BUSINESS INFORMATION

Legal Name of Business:

Business Owner:

Type of Organization:

Year Established:

Nature of Business:

Legal Address:

City:

State:

Zip:

CORPORATE OFFICERS

Name and Title:

Name and Title:

IDENTIFICATION

Please provide the following:

- Employee ID #:
- Social Security #:
- Driver's License #:

Please provide a copy of your driver's license or passport

Please provide a copy of your city, county or state occupational license



A DIVISION OF
REPUBLIC METALS CORPORATION

BANK REFERENCE

Name: City:
State: Zip:
Account #: Routing (ABA):
Credit To: Final Beneficiary:
Phone Number:

TRADE REFERENCE

Name: Phone:
E-Mail Address: Web Address:

SIGNATURE

Name:
Written Signature (*REQUIRED*):
Authorized Agent
Company:
Date:

Note: Because a written signature is required, please sign document and deliver to RMC² via scan & e-mail at z.shair@republicmetalscorp.com, fax at 305-716-9172, or regular mail.

RMC² LLC STANDARD TERMS & GENERAL OPERATING CONDITIONS

Introduction: Unless otherwise stipulated, these Standard Terms and General Operating Conditions “Standard Terms” are applicable to transactions and/or contracts between RMC² LLC, its members, directors, officers, staff, agents, successors and assigns “RMC²” and Customer. “Customer” is defined as any business, corporation, company, person, entity, or anyone else transacting business with RMC² or any subsidiary division in any manner whatsoever.

Any contract or agreement entered into between Customer and RMC² will operate as if the terms represented in these Standard Terms were made expressly a part thereof. *RMC²'s Standard Terms is the governing document with respect to any and all business dealings between RMC² and Customer and shall override any and all provisions, terms, and stipulations in Customer purchase orders, sales orders and/or any other Customer documents.*

RMC²'s failure to object to any terms, provisions, and/or stipulations represented in any Customer documents that are at variance with RMC²'s Standard Terms shall not be deemed a waiver of the terms and conditions contained herein. Any acknowledgement by Customer of these Standard Terms with changes made to it by Customer constitutes a counter-offer.

Warranty of Title: Customer warrants to RMC² that it has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever; the Customer further warrants that the said property is not from, or the result of, illegal activity in this country or any other country.

Customer further warrants to RMC² that it will fully, defend, protect, indemnify, and hold harmless RMC² from any adverse claim thereto. Customer warrants that any transaction initiated by Customer will not cause RMC² to be in violation of any anti-money laundering, anti-terrorism, or other applicable law of the U.S., any state or province thereof or any foreign country.

Customer warrants that they have a satisfactory Patriot Act compliance program and that any and all customers with whom they deal are in compliance of said program. Customer warrants that any and all material delivered to RMC² has satisfied any and all local, state and federal holding requirements.

Insurance, Delivery, Weighing, and Sampling: Customer *must notify* RMC², within a reasonable period of time, of the insurable value of any shipments destined for RMC² (*Completion of on-line Fed-Ex form satisfies the notice requirement*). Failure to provide such notice will result in Customer bearing the risk of loss of the material until such time as RMC² is able to insure the incoming material. Risk of loss of material will pass from Customer to RMC² upon delivery to and acceptance at RMC²'s refinery, unless otherwise agreed to in writing. Upon receipt by RMC² of metal sent by Customer for refining and acceptance by RMC², RMC² shall bear the responsibility of insurance for loss or damage to such metal while at RMC². RMC² reserves the right to reject and return materials to Customer at Customer's expense.

Individual incoming boxes delivered via ground transportation which originate from outside of Florida, may be insured for up to and including \$35,000 per box, depending on Customer's agreement with RMC². All other shipments, regardless of origin or medium of transport, may be insured for up to and including \$200,000 per box, contingent on Customer's agreement with RMC².

Customers who wish to obtain insurance through RMC² must provide prior notice to RMC² of the weight and insured value of each package. In all cases, Customer shall bear the risk of loss for material that exceeds \$200,000 per package. Additional insurance per package may be purchased through RMC².

Any and all material sent by Customer shall be labeled bearing the weight, description and identification of lots of said metal. In an

effort to minimize refining costs, RMC² may request Customer material be packaged in a particular way prior to shipment to RMC². Customer must follow all instructions that RMC² may give to Customer regarding the packaging of material. Material that arrives packaged in a manner other than that requested by RMC² is subject to processing fees.

All weights of Customer material are to be verified and ultimately determined by personnel of RMC². In the event Customer's material should arrive at RMC² with any broken seals, damaged seals, or seals that indicate tampering, RMC² will seek Customer permission prior to the weighing, sampling, assaying, and/or any other procedures with respect to said material. Settlement weights are determined and governed by RMC².

RMC²'s acknowledgment of receipt of Customer material shall not constitute agreement as to the quantity, weight, aesthetics, or description stipulated by Customer. RMC² shall, within a reasonable amount of time, inspect Customer material and shall promptly notify Customer of any significant variances in the material including but not limited to quantity, weight, and composition of the material. RMC² shall keep Customer informed of the processing of Customer's material. Any disagreement between RMC² and Customer resulting in a frustration of the agreement, and requiring return of unrefined material, will be done at the Customer's expense and Customer shall be responsible for any costs incurred during processing and treatment period (i.e. melting, sampling, weighing, analysis, etc.)

Customer shall notify RMC² in writing of any alleged errors or inaccuracies in its settlement statement from RMC² within 5 business days after receipt of settlement. If Customer fails to provide such notice within 5 business days after receipt of settlement, Customer is deemed to have accepted and agreed to said settlement statement.

Operations: RMC² will remove and/or recover gems or stones provided by Customer within Customer's material if and only if RMC² and Customer specifically agree to the removal in writing. Absent a specific written agreement, stones contained within Customer's material become property of RMC² upon RMC²'s receipt of said material.

In the event that RMC² sends funds to the wrong Customer, Customer shall promptly notify RMC², and return the funds as soon as possible at RMC²'s expense. In the event that Customer receives funds that exceed actual settlement amount, the exceeding amount shall be promptly returned to RMC² at RMC²'s expense or treated as a debit against Customer's money account with RMC². RMC² shall not provide Customers with metal pool accounts. Incoming material must be priced prior to shipment and/or at the time of settlement. RMC² will fix un-priced fine ounces at the time of final assay results and settlement.

Price Fixing of Metal: Customer has the following options when fixing material with RMC²:

1. SPOT – price is determined by RMC² Trading Personnel based on the metal price as determined by global markets at the time of fixing.
2. LONDON PM – fix request must be received by RMC² Trading Personnel by 9:30 AM E.S.T. the day of the fix.

Note: RMC² market prices may reflect a slight discount as stipulated by market conditions.

If Customer fixes ounces with RMC², Customer shall ship the corresponding material within 10 business days of fixing. If Customer fails to ship corresponding material within 10 business days of fixing, RMC² shall take all steps necessary, including but not limited to reversal of ounces, reversal of fixes, liquidation of material, or legal action. Customer shall be responsible for any loss to RMC² as a result of reversal of ounces, reversal of fixes or liquidation of Customer's material. If legal action is required, Customer shall be responsible for any and all legal costs incurred by RMC².

Upon the commencement of a trade with RMC², Customer shall receive an e-mail from RMC² confirming the trade details. Customer shall be responsible for providing RMC² with a proper e-mail address to which trade confirmations shall be sent. Customer shall also bear responsibility for notifying RMC² should any changes occur in regards to the desired recipient of the e-mail and/or e-mail address

therein. By agreeing to the terms and conditions contained herein, and receiving an e-mail confirming the details of Customer's trade, Customer agrees that he has entered into a written, legally binding contract for the sale/purchase of precious metals contained within the confirmation e-mail. Customer further warrants that said contract is in compliance with the Florida Uniform Commercial Code § 672.201, § 668.003 (4) and § 668.004 and waives any defenses under Florida statute § 672.201.

Advance Funds: At RMC²'s discretion and at Customer's request, RMC² will advance funds to Customer prior to final settlement. The following requirements must be met in order for Customer to receive said advance:

1. Precious Metals must be present at RMC²'s Refinery.
2. Precious Metals will be weighed and initially appraised by RMC² Authorized Personnel.
3. Customer must Price Fix the approximate fine ounces of Precious Metals contained in the material to which the advance is applied with RMC²'s Trading Desk.
4. Customer will receive an advance valued at approximately 90% of the value of said material.
5. Unless otherwise agreed to in writing, no Customer will receive an advance without Price Fixing the approximate fine ounces of precious metals contained in the material to which the advance is applied.

Deleterious Elements: Customer **must** contact RMC² and seek approval prior to shipment of material containing any of the following elements. Failure to do so may result in any of the following including but not limited to:

1. The return of Customer's metal to Customer at Customer's expense
2. A handling fee of up to \$5,000.00

As – Arsenic	Be – Beryllium	Bi – Bismuth	Cd – Cadmium	Hg – Mercury	Ni – Nickel
Pb – Lead	Sb – Antimony	Se – Selenium	Sn – Tin	Te – Tellurium	

Force Majeure: If RMC² is prevented from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its control, then RMC² shall be excused from further performance upon notice to Customer stating the reason for the nonperformance.

Additionally, the parties understand that performance by RMC² may be interrupted or delayed by an occurrence outside of its control, including but not limited to the following: an act of God – e.g. hurricanes, floods, war, riot, sovereign conduct, loss of electrical power for any reason whatsoever, or conduct of third parties. If that should occur, RMC² shall be excused from performance for as long as reasonably necessary to complete performance.

Power of Attorney: Customer hereby appoints RMC² as Customer's attorney-in-fact, with full power of substitution, to demand, receive, and collect for RMC²'s own use and benefit all debts, obligations, and accounts receivable now owing to RMC². Customer further authorizes RMC² to do all things legally permissible, required, or deemed by RMC² to be required, to recover and collect the debts, obligations, and accounts receivable and to use Customer's name in any manner RMC² may deem necessary for the collection and recovery of the debts, obligations, and accounts receivable but without cost, expense, or damage to Customer.

In addition to any costs incurred by RMC² in connection with Its enforcement of any sums of money, or metal, or value thereof due hereunder or enforcement of its rights hereunder, if RMC² employs an attorney to enforce collection of any sums due hereunder or to enforce any of its rights hereunder, in whole or in part, then Customer will pay a reasonable fee representing such attorneys' services including costs, regardless of whether suit is instituted, and whether at trial, on appeal, in mediation, arbitration, or administrative proceedings.

Damages: Under no circumstances shall RMC² be liable for any incidental or consequential damages incurred by Customer for breach of any obligation arising out of or relating to the transactions herein or to the subsequent sale or use of returnable metals delivered to Customer hereunder. Except otherwise provided, the aggregate liabilities of RMC² to Customer arising out of or relating

to any breach of warranty shall not exceed the aggregate refining fees actually paid by Customer to RMC² in regard to the materials or returnable metals which are the subject to the breach.

As a condition of doing business with RMC², Customer agrees that if Customer fails to comply with any of its obligations herein, Customer will indemnify and hold RMC² harmless from all injuries, costs, suits, expenses (including without limitation attorney's fees and other costs of defense) liabilities, fines, penalties, judgments, costs of settlement, losses and other damages that RMC² may incur as a result of such failure by Customer.

Forum/Jurisdiction: Any and all legal proceedings to enforce this Agreement, whether in contract, tort, equity or otherwise, shall be brought in the County, Circuit or Federal Courts sitting in Miami-Dade County, Florida, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper, and/or that the court lacks personal jurisdiction over Customer.

RMC² and Customer each hereby agrees that any such court shall have "in personam" jurisdiction over it, consents to service of process in any manner prescribed by Florida Law, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law. Further, any and all legal proceedings to enforce this agreement shall be governed by the laws of the state of Florida.

Parties: Both parties agree that they are merchants as defined in the Uniform Commercial Code § 2-104 (1).

Integration: This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument whether arising from any usage or trade, course of dealing, accepted industry practice, course of performance, evidence of consistent additional terms, or otherwise, shall not be binding upon either party unless such modifications are both In writing and signed by both RMC² and Customer.

Severability: If any provision of these Standard Terms is found by a court of competent jurisdiction to be wholly or partially invalid, the remaining provisions will nonetheless be valid and enforceable.

Waiver: The waiver by RMC² of any customer breach of these Standard Terms or forbearance of RMC² to enforce its rights hereunder shall not operate or be construed as a waiver of subsequent breach by Customer or rights of RMC².

SIGNATURE

Name:

Written Signature of an Authorized Agent (*REQUIRED*):

Company:

Date:

Note: Because a written signature is required, please sign document and deliver to RMC² via scan & e-mail at z.shair@republicmetalscorp.com, fax at 305-716-9172, or regular mail.